

## HAMRE, SCHUMANN, CENTRAL FAX CENTER MUELLER & LARSON, P.C. = 3 1 5 2008

AN INTERNATIONAL INTELLECTUAL PROPERTY LAW FIRM

FAX TRANSMISSION

February | 5, 2008

TO:

Examiner: Susan T. Tran

Commissioner for Patents

PO Box 1450

Alexandria, VA 22313-1450

FROM: Douglas P. Mueller

OUR REF: 20039.0009USC1

TELEPHONE: (612) 455.3800

Total pages, including cover letter:

3

PTO FAX NUMBER: 571.273.8300

If all pages are NOT received, please call us at 612.455.3800 or fax us at 612.455.3801.

Title of Document:

TERMINAL DISCLAIMER (2 PAGES)

Applicant: Serial No.: SHIMIZU et al.

App. Filed:

10/017755 October 30, 2001

Group Art No.: 1615

Please charge any additional fees or credit overpayment to Deposit Account No. 50-5478. Please consider this a PETITION FOR EXTENSION OF TIME for a sufficient number of months to enter these papers, if appropriate.

Name: Ibouglas P. Mueller

Reg. Nov. 30,300

I hereby certify that this paper is being transmitted by facsimile to the U.S. Patent and Trademark Office on the date shown below.

Signature

Date

HSML, P.C.

PAGE 02/03

## HECLIVED CENTRALFAX CENTER

FEN 1 5 2008

S/N 10/017,755

**PATENT** 

## IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant:

SHIMIZU et al.

Examiner:

TRAN

Serial No.:

10/017,755

Group Art Unit:

1615

Filed:

October 30, 2001

Docket No.:

20039.0009USC1

Title:

ORALLY DISINTEGRABLE TABLETS

CERTIFICATE UNDER 37 CFR 1.6(d):

hereby certify that this paper is being transmitted by facsimile to the U.S. Patent and Trademark office on February

<u>5</u>, 2008.

Name: Gina Dahl

## TERMINAL DISCLAIMER

Commissioner for Patents P.O. Box 1450 Alexandria, VA 22313-1450

Dear Sir:

Petitioner, TAKEDA PHARMACEUTICAL COMPANY, LTD., the owner of the entire right, title and interest in the present application and U.S. Patent No. 6,328,994, through the undersigned attorney of record, hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the above-identified application that would extend beyond the expiration date of the full statutory term of U.S. Patent No. 6,328,994 and hereby agrees that any patent so granted on the above-identified application shall be enforceable only for and during such period that the legal title to said patent shall be the same as the legal title to U.S. Patent No. 6,328,994, this agreement to run with any patent granted on the above-identified application and to be binding upon the grantee, its successors, or assigns.

In making the above disclaimer, Petitioner does not disclaim the terminal part of any patent granted on the above-identified application that would extend to the full statutory term as presently shortened by any terminal disclaimer of U.S. Patent No. 6,328,994 in the event that such patent: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid, is statutorily disclaimed in whole or terminally disclaimed under 37 CFR 1.321(a), has all claims

02/19/2008 PCHORP

00000012 503478

10017755

01 FC:1814

130.00 DA

02/15/2008 16:02

Date: February 15, 2008

FEB 1 5 2008

cancelled by a reexamination certification, or is otherwise terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer, except for the separation of legal title stated above.

HSML, P.C.

Please charge Deposit Account No. 50-3478 in the amount of \$130.00 for the statutory disclaimer fee.

Respectfully submitted,

HAMRE, SCHUMANN, MUELLER & LARSON, P.C. P.O. Box 2902 Minneapolis, MN 55402-0902

(612) 45\$\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\rightarrow{5}\righta

Douglas P. Mueller Reg. No. 30,300

Customer No. 52835